

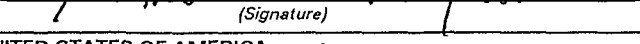
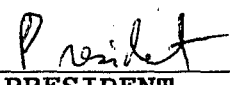




GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 1 TO LEASE NO. GS- 04B-33447	DATE 10/18/94
ADDRESS OF PREMISES LOTS 56 AND 57, Massena Heights Subdivision Jackson, MS		
THIS AGREEMENT, made and entered into this date by and between Richard Blount, M.D. Owner		
whose address is 764 Lakeland Drive, STE. 400 Jackson, MS 39216		
hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:		
WHEREAS, the parties hereto desire to amend the above Lease.		
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>August 12, 1994</u> , as follows:		
<p>The purpose of this Supplemental Lease Agreement is to approve an additional 2200 square feet of office and related-use space and an additional nine parking spaces (to be provided at no additional charge to the Government).</p> <p>Paragraph 1 of SF2 is revised to read: A total of 19,260 net usable square feet of office space and 10,500 square feet of wareyard space with 81 parking spaces for a building to be newly constructed on Lots 56 and 57, Massena Heights Subdivision, Part 2, in the City of Jackson, Hinds County, Mississippi as recorded in the Deed of Trust Book 426 at Page 289. The wareyard space and the parking spaces are to be provided at no additional charge to the Government.</p> <p>Paragraph 3 of SF2 is amended to read: The Government shall pay the Lessor annual rent of \$278,692.20 (\$14.47 pnusf) at the rate of \$23,224.35 per month in arrears.</p>		
All other terms and conditions of the lease shall remain in force and effect.		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR Kerioth Corporation		
BY  (b)(6) CLINT G. HERRING, JR. (b)(6) IN PRESENCE OF  (b)(6)  (Signature)	 PRESIDENT (Title) 1334 Plantation Blvd. Jackson, MS  (Address)	
UNITED STATES OF AMERICA		
BY  (b)(6) RICHARD P. PALMEDO	Contracting Officer GENERAL SERVICES ADMINISTRATION (Official Title)	

STANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41 CFR) 1-16.601

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

August 4, 1994

LEASE NO.

GS-04B-33447

THIS LEASE, made and entered into this date by and between

Richard Blount, M.D.,

whose address is 764 Lakeland Drive, STE. 400
Jackson, MS 39216

and whose interest in the property hereinafter described is that of OWNER

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 17,060 net usable square feet of office space and 10,500 square feet of wareyard space with 72 parking spaces for a building to be newly constructed on Lots 56 and 57, Massena Heights Subdivision, Part 2, in the City of Jackson, Hinds County, Mississippi as recorded in the Deed of Trust Book 426 at Page 289. The wareyard space and the parking spaces are to be provided at no additional charge to the Government.

to be used for such purposes as determined by General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on

February 4, 1995

through February 3, 2005, subject to termination

and renewal rights as may be hereinafter set forth.

(said term shall be adjusted in accordance with paragraph 6B on reverse)

3. The Government shall pay the Lessor annual rent of \$246,858.20 (\$14.47 pnusf)

at the rate of \$20,571.52 per month in arrears.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to: Kerioth Corporation
P. O Box 16436
Jackson, MS 39236-6436

~~4. The Government may terminate this lease at any time by giving at least _____ days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.~~

(Paragraph 4 deleted)

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

(Paragraph 5 deleted)

provided notice be given in writing to the Lessor at least _____ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term.

~~Said notice shall be computed commencing with the day after the date of mailing.~~

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

- A. Those facilities, services, supplies, utilities, and maintenance in accordance with Solicitation for Offers No. MMS93526.
- B. Buildout in accordance with Solicitation for Offers No. MMS93526 and paragraph 9.1 (Special Requirements). Government space plans to be furnished subsequent to award. (All tenant alterations to be completed within 120 days from receipt of approved Government space layouts, or the lease effective date identified under Paragraph 2, whichever is later.)
- C. Deviations to the approved space layouts furnished by GSA to the lessor subsequent to award will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.

7. The following are attached and made a part hereof:

~~The General Provisions and Instructions (Standard Form 2-A, _____ edition)~~

CONTINUED ON PAGE 3

8. The following changes were made in this lease prior to its execution:

SEE CONTINUATION PARAGRAPHS 7 THROUGH 15 ON ATTACHED PAGES 3 AND 4.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

Clint G. Herring, Jr., President

BY

[Redacted Signature]

(b)(6)

(Signature)

(Signature)

IN PRESENCE OF:

[Redacted Signature]

(b)(6)

(Signature)

1334 Plantation Blvd, Jackson, MS

(Address)

UNITED STATES

BY

[Redacted Signature]

(b)(6)

CONTRACTING OFFICER,
GENERAL SERVICES ADMINISTRATION

(Official title)

CONTINUATION PAGE 3 OF 4
TO STANDARD FORM 2
LEASE NO. GS-04B-33447

7. The following are attached and made a part hereof:

- A. Solicitation for Offers MMS93526 and Amendments 1 and 2.
- B. GSA Form 3517 entitled General Clauses (Rev. 6/93)
- C. GSA Form 3518 entitled Representations and Certifications (Rev 8/92)
- D. Floorplans which are to be furnished after award of lease.

8. The following changes were made in this lease prior to its execution:

- A. Paragraph 4 is deleted in its entirety.
- B. Paragraph 5 is deleted in its entirety.
- C. Paragraph 7 is amended to delete the sentence "The General.....edition)."

9. Rental is subject to a physical measurement and will be based on the rate per net useable square foot (PNUSF) as noted above, and the actual total net useable square footage - in accordance with GSA Form 3517, General Clauses. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Kerloth Corporation
P. O. Box 16436
Jackson, Mississippi 39236-6436

10. In accordance with SFO Paragraph No. 3.6, Operating Cost, the escalation base is established as ~~XXXXXX~~ \$3.60 pnusf.

11. In accordance with SFO Paragraph No. 3.3, Tax Escalation, the percentage of Government occupancy is established as 100%. Percentage of occupancy is subject to revision based on actual measurement of Government occupied space at time of final inspection, not to exceed the maximum square footage stated in the SFO, and in accordance with GSA Form 3517, General Clauses.

12. In accordance with SFO Paragraph No. 3.8, Adjustment for Vacant Premises, the adjustment is established as \$0.41 (rent reduction) Per net useable square ~~XXXX~~ foot per year.

13. In accordance with SFO Paragraph No. 7.4, Overtime Usage, the rate for overtime usage is established as \$22.00 per hour for entire space or \$5.00 per ~~XXXX~~ zone per hour.

INITIALS: GM Pres & _____
LESSOR GOVERNMENT

CONTINUATION PAGE 4 OF 4
TO STANDARD FORM 2
LEASE NO. GS-04B-33447

14. In accordance with SFO Paragraph No. 3.1, Unit Cost Adjustments, the following costs are hereby established:

A. Ceiling-high, ^{AP} Subdividing partitions,	\$28.45(plf)
B. Slab-to- SLAB ^{AP} subdividing partitions,	\$48.61(plf)
C. Sound-Conditioned, STC 45, Ceiling-High Subdividing partitions - conditioning only	\$4.94(plf)
D. Sound-Conditioned, STC 50, Slab-to-Slab Subdividing partitions - conditioning only	\$9.90(plf)
E. Interior Solid-Core Door, 36" Wide,	\$310.00(each)
F. Isolated Ground Computer Circuit consisting of up to 6 outlets marked ISG per circuit	\$305.00
G. Duplex Electrical Outlet, wall-mounted,	\$45.00(each)
H. Telephone Outlet, Wall-mounted	\$40.00(each)
I. Duplex Electrical Outlet, floor-mounted	\$75.00(each)
J. Telephone Outlet, floor-mounted, each	\$65.00(each)
K. Power Pole, Two-duplex outlets and phone channel	\$180.00(each)
L. Carpet, (rolled ^{AP} rolled and installed)	\$15.00(psyd)
M. Vinyl floor tile installed	\$12.00(psyd)(psyd)

15. The effective date of February 4, 1995 in paragraph 2 of this lease is the estimated beginning date. The lessor will complete the space, ready for beneficial occupancy, no later than 120 days after award of contract, execution of the lease by the Government, or submission of approved floor plans (whichever date is latest). This lease will be supplemented to show actual effective date after the space is built-out, mutually measured, and accepted by the Government. Annual rental will be determined by actual square footage multiplied by \$14.47 (for office and warehouse space only) per square foot. Payment will be made on the basis of actual measurement; however, payment will not be made for delivered space which is in excess of the maximum square footage (17,250 net useable square feet). The lease supplement will reflect any changes to paragraph numbers 1, 2, 3, 9 or 10 brought about by actual acceptance of the space.

INITIALS: CGH/nes & AP
LESSOR GOVERNMENT

*underside of roof surface



General Services Administration
Southeast Sunbelt Region
401 West Peachtree Street
Atlanta, GA 30365-2550

August 13, 1996

U. S. Dept. of the Interior
U. S. Geological Survey
Attn: Ms. Edith Lund
Eastern Region Space Officer
Mail Stop 208
Reston, VA 22092

Dear Ms. Lund:

In reponse to your letters and our phone conversations concerning the USGS assignment in Jackson, MS, this is to confirm our agreement regarding classification, square footage and RENT to be charged to your agency.

Regarding the original lump sum of \$101,375.00, this amount was reduced to just over \$33,000. which calculates to be \$.49 psf of your rental for office and ST-3 space. Adding this amount to the \$12.00 for the overall flex-space; your rate is \$12.49 except for SP-6 and parking. SP-6 space will be calculated at 80% of the office/ST-3 rate and parking will be \$1.00 psf. Your total RENT bill will be \$223,414.53 (calculation sheet enclosed for your information). This assignment will be effective October 16, 1995.

It was a pleasure talking with you and I appreciate your patience in the resolution of this project (MS2096ZZ). Please contact me at 404-331-7842 at any time to discuss any of your projects.

Sincerely,

(b)(6)

Mary G. Nix
Branch Chief
Property Acquisition and Realty Services (4PEA)

cc: Mr. Art Keever
Mr. Russel Deuel
Ms. Wendy Sanderson
Ms. Pam Bell



GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

DATE

NO. 2

December 26, 1996

TO LEASE NO.

GS-04B-35046

ADDRESS OF PREMISES

9818 Bluegrass Parkway, Louisville, KY. 40299

THIS AGREEMENT, made and entered into this day by and between Paul A. Lichtefeld.

whose address is 629 Fourth Street, Suite 305, Louisville, Kentucky 40202

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective November 8, 1996, as follows:

Paragraph 2 is amended to reflect a beginning lease date of November 8, 1996 and an ending lease date of November 7, 2006.

Paragraph 10 is amended, in accordance with a mutual measurement conducted Nov. 4, 1996, to reflect 21,950 occupiable square ft of office and related space at a new annual rental of \$244,693 per annum from the following breakdown of space:

A. Office 9856 sf @ \$13.50 psf

B. Whse/Storage 6638 sf @ \$ 7.90 psf

C. Special 5456 sf @ \$10.85 psf

FREE SPACE: The Government will occupy 203 sf feet of additional space free and at no cost to the Government, for as long as this lease is in force and effect.

Paragraph 11 is amended to change the Government's right of cancellation date from August 31, 2001 to November 7, 2001.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR

Paul A. Lichtefeld, Owner.

(b)(6)

BY

(Signature)

(Title)

IN PRESENCE OF

(b)(6)

(Signature)

(Address)

UNITED STATES OF AMERICA

(b)(6)

B

(Signature)

Contracting Officer, General Services Administration

(Official Title)

ROBERT R. VALIANDO

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO.

GS-04B-35046

THIS LEASE, made and entered into this date by and between

PAUL A. LICHTFELD

whose address is

629 FOURTH STREET, SUITE 305
LOUISVILLE, KENTUCKY 40202

and whose interest in the property hereinafter described is that of OWNER
hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

**21,950 Occupiable square feet of office and related space located in a
building to be constructed at 9818 Bluegrass Parkway, Louisville, KY. 40299.**

to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

2. TO HAVE AND TO HOLD the premises with their appurtenances for the term beginning on

.....**September 1, 1996**.....through.....**August 31, 2006**....., subject to termination
and renewal rights as may be hereinafter set forth.

— 3. The Government shall pay the Lessor annual rent of \$.....

at the rate of \$.....per.....in arrears.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

[Paragraph 3 DELETED and REPLACED by Paragraph 10, Page 3.]

— 4. The Government may terminate this lease at any time by giving at least.....days' notice in writing
to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing
with the day after the date of mailing.

[Paragraph 4 DELETED and REPLACED by Paragraph 11, Page 3.]

— 5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

[Paragraph 5 is DELETED in its entirety]

provided notice be given in writing to the Lessor at least.....days before the end of the original lease term
or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term.
Said notice shall be computed with the day after the date of mailing.

6. The Lessor shall furnish to the Government, as part to the rental consideration, the following:

- A. Those facilities, services, supplies, utilities, maintenance and special requirements in accordance with Solicitation for Offers (SFO) RKY95015 and Addenda No. 1 and 2 dated August 4 and August 30, 1995, respectively.
- B. Buildout in accordance with Solicitation for Offers RKY95015, Addenda No. 1 and 2, the attached Special Requirements, Exhibit 1 and approved floor plans. Government space plans to be furnished subsequent to award. All tenant alterations to be completed within 180 days from receipt of approved Government space layouts, or the lease effective date identified under Paragraph 2, whichever is later.
- C. 6000 square foot wareyard area.
- D. 10 reserved parking spaces.
- E. Deviations to the approved space layouts furnished by GSA to the Lessor subsequent to award will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.

7. The following are attached and made a part hereof:

~~The General Provisions and Instructions (Standard Form 2A, edition).~~

Continued on Page 3.

8. The following changes were made in this lease prior to its execution:

Continued on Page 3.

SEE CONTINUATION PARAGRAPHS 7 THROUGH 20 ON ATTACHED PAGES 3 THROUGH 4.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR PAULA LICHTERFELD, Owner

BY..

(b)(6)

(Signature)

(Signature)

(b)(6)

(Signature)

UNITED STATES OF AMERICA

(b)(6)

(Signature)

Contracting Officer

General Services Administration

(Official Title)

Page 3 of 4
Continuation of SF-2
Lease No. GS-04B-35046

7. The following are attached and made a part hereof:

- A. Solicitation for Offers RFL95015, dated June 23, 1995, as amended by Addenda No. 1 and 2.
- B. GSA Form 3518 entitled Representations and Certification (Rev. 6/94).
- C. GSA Form 3517 entitled General Clauses (Rev. 6/93).
- D. Special Requirements and Exhibit 1.
- E. Continuation sheet pages 3 & 4.

8. The following changes were made in this lease prior to its execution:

- A. Paragraph 3 is deleted in its entirety and replaced by Paragraph 10.
- B. Paragraph 4 is deleted in its entirety and replaced by Paragraph 11.
- C. Paragraph 5 is deleted in its entirety.

9. All references to numbered paragraphs, except as noted, can be located in Solicitation for Offers RKY95015, dated June 23, 1995.

10. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

Annual rental of \$241,165.00 and 21,950 occupiable square feet of office and related space reflecting a composite rate of \$10.987 psf is based on the following space/rate breakdown:

A. Office	9,150 s.f.	\$13.50 psf
B. Storage	7,200 s.f.	\$7.90 psf
C. Special	5,600 s.f.	\$10.85 psf

Rental is subject to a physical mutual measurement and will be based on the rate, per occupiable square foot as noted above, and the actual total occupiable square footage in accordance with GSA form 3517, General Clauses. The lease contract and the amount of rent will be adjusted accordingly, but not to exceed the maximum occupiable square footage requested in SFO. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

PAUL A. LICHTFELD
629 FOURTH STREET, SUITE 305
LOUISVILLE, KENTUCKY 40202

11. The Government may terminate this lease, in whole or in part, at any time after **August 31, 2001**, by giving the Lessor at least **NINETY (90)** days notice in writing. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of mailing.

12. In accordance with Paragraph 3.0 (Unit Costs for Adjustment), unit prices are established as follows:

Subdividing ceiling high partitioning	27.50
Floor mounted duplex electrical outlet	235.00
Wall mounted duplex outlet	78.00
Floor mounted fourplex electrical outlet	260.00
Wall mounted fourplex electrical outlet	88.00
Dedicated clean electrical outlet	195.00
Floor mounted telephone outlet	165.00
Wall mounted telephone outlet	50.00
Interior solid core door with hardware	375.00
Square yard of carpet tile	24.00 (b)(6)
Telepower pole	215.00
Square foot of vinyl tile	

Lessor Signature

(b)(6)

Government Signature

(b)(6)

Page 4 of 4
Continuation of SF-2
Lease No. GS-04B-35046

13. In accordance with Paragraph 3.5 (Operating Costs), the sum of \$2.63 has been established.
14. In accordance with Paragraph 3.3 (Tax Adjustment), the Government will occupy 100% of the building.
15. In accordance with Paragraph 3.11 (Adjustment for Vacant Premises), \$2.10 psf per annum will be deducted from the rental rate as of the date space is totally vacated.
16. In accordance with Paragraph 7.3, (Overtime Usage), the sum of \$8.95 office and \$10.95 ADP is established.
17. Lessor will construct the space according to the requirements specified by the agency's approved layout without regard to limits set for those ratio items subject to reconciliation. Adjustment for ratio items **WILL NOT** apply.
18. **The lessor shall furnish all materials and labor to perform the following above standard work:**

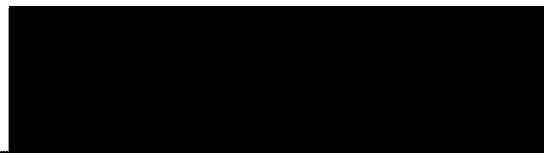
1. Six (6) separately-keyed dead bolt locks	(\$91.00 ea)	\$546.00
2. One (1) 220V, 3 phase, 110 volt outlet		\$140.00
3. One (1) telephone outlet		\$50.00
4. Laundry-type sink with a hot/cold dual-control faucet		\$210.00
5. A freeze-proof hose bibcock		\$146.00
6. Emergency shower, Water Saver, VWR Model #56613-490, or equal		\$425.00
7. Shower/Eyewash Safety Station, VWR Model #56613-490, or equal		\$935.00
8. Eyewash Unit with Bowl, Water Saver, VWR Model #56611-009, or equal		\$615.00
9. Standard dead-bolt lock		\$95.00
10. An Emergency shutdown control		\$720.00
11. Two (2) lights		\$308.00
12. One (1) recessed light		\$180.00
13. One (1) Hot & Cold water taps, 1/2 inch in diameter		\$177.00
14. One (1) Sanitary Sewer drain 3 to 4 inches in diameter		\$225.00
15. Paving for 6000 sf of Wareyard area	(\$2.25 psf)	\$13,500.00
16. Lighting for Wareyard area to meet 10.f.c. at ground level		\$4,225.00
17. 10 foot chain link fence with top security wire for Wareyard area		\$6,283.00
18. One (1) manual rolling vehicle gate, 14 feet wide		\$1,135.00

The Government shall pay to the lessor, for the work described in paragraph #18 above, in a lump sum payment of \$29,915 upon completion, inspection and acceptance by the Government.

19. Lessor waives restoration.

20. Radon Certification must be furnished within 90 days after construction completion. Any corrective action must be completed within 30 days after tests are completed. Re-testing is required and results forwarded to the Contracting Officer.

(b)(6)



Lessor Signature



Government Signature

(b)(6)